ATTACHMENT—ACTIONS FOR BREACH OF PROMISE.—An attachment in a suit for breach of promise of marriage is held, in *Mainz* v. *Lederer* (R. I.), 59 L. R. A. 954, not to be authorized by a statute authorizing attachment upon the filing of an affidavit that plaintiff has a just claim against defendant that is due upon which he expects to recover a sum sufficient to give justification.

The other authorities as to right to attachment or order of arrest in breach of promise case are collected in a note to this case.

CONSTITUTIONAL LAW—EIGHT HOUR LEGISLATION.—An act limiting to eight hours per day the work of laborers, etc., employed on behalf of the State or any of its political subdivisions, and requiring that every contract for public work shall contain a stipulation that no laborer shall be permitted to work more than eight hours under penalty of a forfeiture by the contractor of a certain sum for each day any person shall work more than such time, is held, in *Cleveland* v. *Clements Bros. Construction Co.* (Ohio,) 59 L. R. A. 775, to be unconstitutional and void.

DUE PROCESS OF LAW—LIENS—LIABILITY OF PURCHASER.—A purchaser of property upon which a log lien is claimed is held, in *Rogers-Ruger Co.* v. *Murray* (Wis.), 59 L. R. A. 737, to be deprived of his property without due process of law by a statute making him personally liable for the full amount of the claim if a petition for lien is duly filed, proceedings to enforce it are begun in time, and the property has been so changed that the lien cannot be enforced against it.

With this case is a note as to personal liability of purchaser of personal property which is subject to a lien.

RECEIVERS — COLLUSIVE APPOINTMENT—LIABILITY OF COLLUDING CREDITOR.—A creditor of an embarrassed corporation, who for the purpose of getting control of its plant and shielding it from its creditors, collusively obtains the appointment of a receiver, and thereby prevents the owner of the premises on which the plant is located from enforcing his claim for rent is held, in *Link Belt Machinery Co.* v. *Hughes* (Ill.), 59 L. R. A. 673, to be personally liable for the rent accruing during the receivership.

A note to this case reviews the other authorities on liability for rent of premises occupied by receiver of assignee for creditors.

NEGLIGENCE — CARRIERS — CONTRIBUTORY NEGLIGENCE — JOINT TORTFEASORS.—Where a railroad company has made diligent effort to have the city, through which its tracks run, furnish a light at its passenger depot, the duty nevertheless devolves primarily upon the railroad company to maintain safe depot accommodations, and if it delegates that duty to another, his negligence becomes that of the railroad company. *Owen* v. *Washington etc. R. Co.* (Wash.), 69 Pac. 756. Citing *Herrman* v. *Ry. Co.*, 68 Pac. 82.

Cf. *Penna. R. Co.* v. *Roy*, 102 U. S. 451, in which a passenger in a Pullman car, injured by a berth falling and striking him on the head, was awarded a verdict and judgment for damages against the railroad company, of whose train the Pullman car formed a part. Cited in *N. Y. P. & N. Ry. Co.* v. *Cromwell*, 98 Va. 227.

It is not negligence *per se* for one to get off a train on the side opposite the